



# STATE OF UTAH CONTRACT

**FILE**

1. CONTRACTING PARTIES. This Contract is between the Utah State Tax Commission ("Commission"), Agency Code 120, and the following contractor:

Moore North America Inc.  
136 E. South Temple #1800  
Salt Lake City, UT 84115

036080  
CONTRACT NUMBER

Jeff Steven  
Contact Person (801)-333-7224  
Phone Number

160331690  
Federal ID# 101891 A  
Vendor Number 96636000000  
Commodity Code(s)

LEGAL STATUS OF CONTRACTOR: For-Profit Corporation

2. GENERAL PURPOSE OF CONTRACT: To provide TC-127 printed certificate of title.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid #NO2094, Requisition #120 2DMV0000005, FY2002.
4. CONTRACT PERIOD: Effective date: 08/05/02. Termination date: 08/04/05 unless terminated early or extended in accordance with the terms of the contract. Renewal Options (if any): two one-year.
5. CONTRACT COSTS: CONTRACTOR may be paid a maximum of: \$293,220.00 for costs authorized by this contract.
6. ATTACHMENT A: State of Utah, Standard Terms and Conditions.  
ATTACHMENT B: Utah State Tax Commission Standard Terms and Conditions.  
ATTACHMENT C: RFP  
ATTACHMENT D: Contractor-submitted pricing.
- Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- A. All other government laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
  - B. Utah State Procurement Code and Procurement Rules.
  - C. Contractor's Technical Proposal submitted in response to bid NO2094 dated 5/28/02.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Reinhold 8/19/02  
Contractor's Signature Date

MOORE NORTH AMERICA INC.  
Contractor's Name

SA. V.P. FINANCE  
Title

STATE OF UTAH

Brad Simpson 8-21-02  
Division Director Date

John Almy 8/21/02  
Budget Officer Date

John Almy 8/21/02  
Contract Officer Date

Rodney G. Marrell 8/22/02  
Rodney G. Marrell, Executive Director Date

SEP 13 2002  
Director, Division of Purchasing Date

SEP 17 2002  
CONTRACT RECEIVED AND  
PROCESSED BY  
DIVISION OF FINANCE  
Date

Phyllis Robins 801-297-3864  
Agency Contact Person Telephone Number

## MAIL TO:

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

## Request for Proposal



Solicitation Number: NO2094

Due Date: 05/28/02 at 3:00 P.M.

Date Sent: May 9, 2002

## Agency Contract

Goods and services to be purchased: RFP FOR PRINTED TC-127 CERTIFICATE OF TITLE

Please complete

MOORE NORTH AMERICA, INC.

Company Name <b>1200 LAKESIDE DRIVE BANNOCKBURN, IL 60015</b>		Federal Tax Identification Number <b>16-0331690</b>	
Ordering Address <b>136 E South temple #180</b>	City <b>Salt Lake</b>	State <b>UT</b>	Zip Code <b>841</b>
Remittance Address (if different from ordering address) <b>135 S. LaSalle, DEPT 4904</b>	City <b>CHICAGO</b>	State <b>IL</b>	Zip Code <b>606744904</b>
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person <b>JEFF STEVENS</b>		
Telephone Number (include area code) <b>801-333-7224</b>	Fax Number (include area code) <b>801-355-5131</b>		
Company's Internet Web Address <b>WWW.MOORE.COM</b>	Email Address <b>JEFF.STEVENS@EMAIL.MOORE.COM</b>		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <b>Net 30</b>	Days Required for Delivery After Receipt of Order (see attached for any required minimums) <b>8 weeks</b>		
The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes _____ No <u>X</u> . If no, enter where produced, etc. <u>in various U.S. STATES</u>			
Offeror's Authorized Representative's Signature 		Date <b>5-23-02</b>	
Type or Print Name <b>Andrew Panega</b>		Position or Title <b>VP.</b>	

STATE OF UTAH  
DIVISION OF PURCHASING

Request for Proposal

Solicitation Number: NO2094

Due Date: 05/28/02

Vendor Name: MOORE NORTH AMERICA

RFP FOR PRINTED TC-127 CERTIFICATE OF TITLE, PER THE ATTACHED SPECIFICATIONS.

QUESTIONS ON SPECIFICATIONS CALL PHYLLIS ROBINS AT (801) 297-3864.  
QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.  
RX: 120 2DMV0000005

Ship To: (SALT LAKE CITY UT 84116)

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	Quakertown, PA 18951
SHIPPING WEIGHT	19800
MODE OF TRANSPORTATION (Please check one)	
<input type="checkbox"/> Small package/Ground <input type="checkbox"/> LTL(Less than truck load) <input checked="" type="checkbox"/> Truckload <input type="checkbox"/> Air <input type="checkbox"/> Other (Please specify)	
NMFC Class # _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

See Price Proposal Attached

## CHAPTER 1.0 INTRODUCTION AND METHOD OF PROCUREMENT

### 1.1 OVERVIEW

#### 1.1.1 Background

##### 1.1.1.1 Certificate of Title Required

Unless exempted, each owner of a motor vehicle, vessel, outboard motor, trailer, semi-trailer, manufactured home, mobile home, or off-highway vehicle shall apply to the Utah State Tax Commission ("Commission"), Division of Motor Vehicles ("DMV") for a Certificate of Title on forms furnished by the DMV as evidence of ownership. (ref. §41-1a-501 Utah Code Annotated).

##### 1.1.1.2 Certificate of Title Contents

1.1.1.2.1 The DMV, upon approving an application for a Certificate of Title, shall issue a Certificate of Title. The face of the Certificate of Title shall include:

- (a) The date issued;
- (b) The name and address of the owner;
- (c) A description of the vehicle, vessel, or outboard motor titled, including the year, make, and identification number;
- (d) A statement of the owner's title and of one lien or encumbrance, if any, upon the vehicle, vessel, or outboard motor;
- (e) Any brand on the title; and
- (f) An odometer statement, if applicable.

1.1.1.2.2 The Certificate of Title shall bear the seal of the DMV.

1.1.1.2.3 The Certificate of Title shall contain adequate space for:

- (a) The assignment and warranty of title or interest by the owner;
- (b) The release of interest by a recorded lien holder; and
- (c) The notation of one lien or encumbrance, if any, existing at the time of transfer.

#### 1.1.2 Purpose

The purpose of this Request for Proposals (RFP) is to solicit competitive proposals from responsive, responsible, and financially sound organizations to print Utah Certificates of Title for the Commission.

#### 1.1.3 Authority

This RFP is issued under the authority of Utah Code Annotated, Title 63, Chapter 56, Utah Procurement Rules, and Commission policy. All prospective contractors are charged with presumptive knowledge of the cited authorities. The submission of proposals by a prospective contractor shall constitute admission of such knowledge on the part of such prospective contractor. Any proposal submitted by a prospective contractor which fails to meet all published requirements of the cited authorities may, at the option of the Commission, be rejected without further consideration.

#### 1.1.4 Contract Term

The Commission intends to award a three year firm fixed price with price adjustment contract with two one-year renewal options. In no case will the contract, including all renewals exceed five years. The contract for printing the Certificates of Title will commence June 1, 2002 and conclude May, 2005. The optional extensions, exercised at the Commission's discretion, may extend the contract term to May, 2007. The Commission reserves the right at any time to negotiate for new technological printing advancements, paper security features, and services not contained in the original or previous renewal contracts. The contract term will include the initial period required for the contractor to conduct any start-up activities as may be necessary. All costs incurred by the contractor for the start-up period will be included in the fixed price bid. The total fixed price bid quoted in the offeror's price proposal will be firm and binding.

#### 1.1.5 RFP Organization

This RFP is organized into four chapters plus appendices. These chapters are:

- Chapter 1 - Introduction and Rules of the Procurement  
Provides offerors with general information on the objectives of this RFP and the procurement process and rules which will be followed;
- Chapter 2 - Statement of Work  
Provides offerors with a description of the Certificates of Title, the work to be performed, delineates Commission and contractor responsibilities, and defines milestones and deliverables;
- Chapter 3 - Proposal Requirements  
Provides offerors with instructions on format, content, and schedules for submission of proposal information;
- Chapter 4 - Proposal Evaluation  
Summarizes how proposals will be evaluated by the Commission staff.
- Attachment A - State of Utah Standard Terms and Conditions
- Attachment B - Utah State Tax Commission Terms and Conditions
- Attachment C - Proposal Pricing Schedule(s)

### 1.2 PROCUREMENT APPROACH

#### 1.2.1 Legal Basis

Provisions of this RFP and subsequent contract are pursuant to the authority set forth in Utah Code Annotated, Title 63, Chapter 56, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

#### 1.2.2 Procurement Methodology

The major steps of the procurement approach are as follows:

The proposals shall be submitted in two distinct parts, technical and price proposal, and shall be delivered at the same time. Each shall be separately bound and labeled as either the technical or the price proposal.

The technical proposal will be evaluated first using a pass/fail evaluation of mandatory submission requirements followed by a point-scored evaluation based on the evaluation criteria outlined in Chapter 4. The price proposal will be opened and scored after all technical proposals are evaluated.

The Commission will rank the proposals based upon the combined technical and price proposal scores. Following this determination, the Commission's Purchasing Agent will immediately submit the proposal evaluation documentation to the Contract Officer for review and approval.

1.2.3 Procurement Schedule

Issuance of RFP	May 9, 2002
Written Questions Due	May 17, 2002, 2:00pm MT
Proposals Due	May 28 , 2002, 3:00pm MT
Anticipated Contract Start	June 1, 2002

1.3 PROCUREMENT PROCESS

1.3.1 Contract Administration

The State of Utah, Department of Administrative Services, Division of Purchasing will act as Issuing Office for the procurement process on behalf of the Commission. Ms. Phyllis Robins, Commission Purchasing Agent is responsible for the procurement process.

1.3.2 Letter of Intent

Prospective offerors are not required to submit a letter of intent to bid. However, written questions in response to this RFP will be accepted and should be addressed to:

Ms. Phyllis Robins  
Purchasing Agent  
Utah State Tax Commission  
210 N. 1950 W.  
Salt Lake City, Utah 84134  
FAX (801) 297-3899  
[probins@utah.gov](mailto:probins@utah.gov)

The questions must be on the offeror's official business letterhead and must be signed by an individual authorized to commit the company to the work proposed. Submission of questions is not binding on the prospective offeror to submit a proposal. Questions must be submitted no later than 2:00pm, MT, May 17, 2002, at the address, email, or fax number listed above. Late questions or improperly submitted questions may not be answered.

1.3.3. Offerors' Conference

An Offerors' Conference will not be held. In lieu of a conference, offerors are strongly urged to review materials available and to submit written questions.

Written questions should be submitted to the Purchasing Agent at the business address specified in Subsection 1.3.2. Written responses to questions without identification of the source of the question, will

be sent to all offerors within five working days after May 17, 2002. Offerors should clearly understand that only the answers issued under RFP Addendum are the official position of the Commission and will become part of the subsequent contract. The Commission will not accept verbal questions from offerors. Such questions and/or communications initiated by any prospective offeror may constitute a violation of Subsection 1.4.1 of this RFP.

#### 1.3.4 RFP Amendments

The State reserves the right to amend the RFP prior to the closing time and date for receipt of proposals. Extensions to the bid due date and time may be provided to all potential offerors if any amendment is deemed to have a significant impact on the preparation of proposals.

#### 1.3.5 Proposal Submission

Each unpriced technical offer must be submitted in an original, six hard copies, *and one electronic copy* including the transmittal letter. The electronic copy should be submitted on a 3 1/2" diskette or CD with text in Microsoft Word®. Facsimile offers will not be considered. All proposals must be physically received by the State of Utah, Department of Administrative Services, Division of Purchasing, 3150 State Office Building, Salt Lake City, Utah 84114 prior to 3:00 p.m. MT, May 28, 2002.

The outside cover of the package containing the technical proposals shall be marked:

Utah Certificate of Title Printing Project  
Bid Number: NO2094  
Technical Proposal  
(Offeror Name)  
Bid Closing Date and Time

The outside cover of the package containing the price proposals shall be marked:

Utah Certificate of Title Printing Project  
Bid Number : NO2094  
Price Proposal  
(Offeror Name)  
Bid Closing Date and Time

Any amendments to the technical or price proposals shall be submitted in the same manner consistent with the instructions described in this section and clearly labeled as "Amendment to Price (or) Technical Proposal".

The name, title, mailing address, and telephone number of the offerors' authorized agent with the authority to bind the firm and answer critical questions concerning the proposal must be stated clearly in both the price and technical proposals. Unnecessarily elaborate brochures or representations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Offerors must furnish all information requested in the price and technical proposals. References to literature submitted with previous proposals or otherwise will not satisfy this provision and may cause rejection of the proposal. All proposals received by the State shall upon receipt become and remain the property of the State.

1.3.6 Proposal Amendments and Rules for Withdrawal

Prior to the proposal due time and date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal, signed by the offeror's authorized agent, to the Issuing Office.

Offerors will be allowed to make amendments to their proposal prior to the bid due time and date. These amendments must be submitted in accordance with the instructions in Subsection 1.3.6. The State will not accept any amendments, revisions, or alterations to the proposals after the proposal due date.

1.3.7 Acceptance of Proposals

All proposals properly submitted will be accepted by the State. After receipt of the proposals, the State reserves the right to award a contract based upon the terms, conditions, premises, the RFP and the proposal of the selected offeror, without negotiation.

All proposals must be responsive to all requirements of the RFP in order to be considered for the contract award. Any submitted proposal shall remain a valid proposal for six months after the proposal due date.

The State also reserves the right to exclude any and all nonresponsive proposals from consideration for contract award. The State anticipates that the bid will be made to the lowest responsive and responsible bidder, as defined in Utah Code Annotated, Title 63, Chapter 56, Part D (7). The State is not required to award to the offeror submitting the lowest dollar offer.

The State reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with RFP specifications and other contract requirements if the offeror is awarded the contract. The State also reserves the right to require offerors, at their own expense, to submit written clarification of a proposal in the manner and the format that the State shall require. Discussion of a technical proposal may be conducted by the procurement officer with any bidder who submits an acceptable or potentially acceptable technical offer under the provisions of R33-3-116 (5) of the Utah Procurement Rules.

1.3.8 Non-Disclosure of Proprietary Data

Offerors may request nondisclosure of trade secrets and other proprietary data identified in writing. If an offeror has requested in writing the non-disclosure of trade secrets and other proprietary data so identified, the procurement officer shall examine the request in the proposal to determine its validity prior to commencing the evaluation process. If the parties do not agree as to the disclosure of the data, the procurement officer shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal it will be disclosed. (ref. Utah Code Annotated §63-2-304(1)).

1.3.9 Oral Presentations

No oral presentations for this procurement will be scheduled.

1.3.10 Award Notice

The notice of the intent to award a contract will be available in the Purchasing Division office after the proposal evaluations are completed.

1.4 RULES OF PROCUREMENT



To facilitate the procurement, various rules have been established. They are described in the following subsections.

1.4.1 Restrictions on Communications with COMMISSION Staff.

From the issue date of this RFP until a contractor is selected and the selection is announced, offerors are prohibited from communications with Commission staff regarding this procurement except the Purchasing Agent identified in Subsection 1.3.2., the Commission Contract Officer, and the Issuing Office. For violation of this provision, the State shall reserve the right to reject the proposal.

1.4.2 Cost of Preparing the Proposals

All costs incurred by the offerors during the preparation of their proposals will be borne by the offerors. The State of Utah will not reimburse the offeror for any such costs.

1.4.3 No Contingent Fees

The offeror must warrant in writing in the transmittal letter that it has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract.

For breach or violation of this provision, the State shall have the right to reject the proposal or annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingencies.

1.4.4 Disposition of Proposals

The proposal submitted by the successful offeror shall be incorporated into and become part of the resulting contract. All proposals received by the State shall, upon receipt, become and remain the property of the State of Utah. The State will have the right to use all concepts contained in any proposal, and this right will not affect the acceptance or rejection of the proposal. The selected proposal and supporting documentation will be made available for public inspection upon request following contract award. Proposals of offerors not selected for award will not be available for public inspection.

1.4.5 Use of Subcontractors

The successful offeror will be designated as the prime contractor and responsible for all of the work to be performed under this contract. Offerors must identify proposed subcontractors in their technical proposal. As a minimum, this identification shall include the name, address, and the scope of work to be performed by such subcontractors. The estimated dollar amount of each subcontract must be listed in the price proposal, not the technical proposal. Any subcontractor not listed at the time of proposal submission shall require the prior written approval of the Commission.

1.4.6 Independent Price Determination

The offeror shall certify in writing in the transmittal letter that the bid was arrived at independently without collusion, consultation, communication, or agreement as to any matter concerning pricing with any other offeror. In addition, the offeror is prohibited from participating in multiple proposals in response to this RFP.

The offeror must include a statement in the transmittal letter certifying that the price was arrived at without any collusion or conflict of interest, as described above. Should any conflict of interest be detected at any time during the contract, the contract shall be declared null and void, and the contractor shall assume all costs of this project until such time that a new contractor is selected.

1.4.7 Insurance

Awarding of a contract will be contingent upon the offeror complying with Utah's statutes regarding Workers' Compensation Insurance and submission of written proof of that compliance. The selected contractor will also need to provide evidence of comprehensive liability coverage for its employees and of insurance to protect the State against claims by the contractor's personnel.

## CHAPTER 2.0 STATEMENT OF WORK

### 2.1 CHAPTER PURPOSE AND REQUIREMENTS

#### 2.1.1 Chapter Purpose

The purpose for this chapter is to provide offerors with a description of the Certificates of Title, the work to be performed, delineates Commission and contractor responsibilities, and defines milestones and deliverables. To view a "void" sample of the Utah Certificate of Title double-click on the icons below (in some instances the process may have to be repeated). If you are unable to view the sample, please contact the Purchasing Agent listed in section 1.3.2 of this RFP and a hardcopy sample may be provided.



"Title Front.pdf"



"Title Back.pdf"

### 2.2 UTAH CERTIFICATE OF TITLE GENERAL DESCRIPTION

#### 2.2.1 General Description

- 2.2.1.1 Cut Sheet form 8 1/2" x 11" with eagle paper and toner grip. Printed two-sided with security features printed on both sides. Include the sequential number on this form. At sometime in the future, this form may require a laser scan line using OCR A, 10 CPI, 300 DPI fixed font. The scan line will be read by NCR 7770 Processing Equipment.
- 2.2.1.2 The address area and 2 D Bar Code area must have a white background. The text in the white background area(s) must be readable by the US Postal Service mailing equipment and the 2 D Bar Code scan area must be scannable with Symbol Technologies LS 4800 2D/1D Scanner.

### 2.3 DOCUMENT CONTROL NUMBERS

#### 2.3.1 Document Control Numbers

Documents are to be numbered consecutively in "Red Penetrating" ink in the lower left-hand corner on the front side and top-right on the back side of the form. Each control number will consist of one (1) alpha character and seven (7) numeric digits (ex. A 4220002) in 14 point Helvetica font or equivalent. Control numbering sequence will be provided prior to printing. See security features for red penetrating sequential number.

### 2.4 SECURITY FEATURES

#### 2.4.1 Minimum Requirements

At a minimum, the Utah Certificates of Title must contain the following security features:

- (a) Cylinder Mold Security Paper - a "Eagle Watermark" pattern that hinders counterfeiting efforts;
- (b) Non-optical Brightener Paper - paper without optical brighteners added that will not fluoresce under ultraviolet light;
- (c) Security Thread - a thread running vertically through the certificate;
- (d) Sensitized Paper - paper reactive to chemicals commonly used to alter documents;

- (e) Paper Weight - paper supplied is to be 24 pound basis weight;
- (f) Iridescent Colors - PMS blue and brown colors developed using two or more primary colors on front and back;
- (g) Engraved Border - a border produced from engraved artwork or fine-line printing;
- (h) Color Copiers Hidden Void - rainbow printing used to deter color copying, and/or Copy Void Pantograph - "VOID" appears multiple times on front and back when photocopied or reproduced by any other means, e.g. scanning, etc.;
- (i) Micro-line - a line created with small alpha characters in capital letters;
- (j) Printed state logo located bottom left on front;
- (k) Red Penetrating Sequential number - Red on back side of ink, but shows black on face.

## 2.5 PRODUCTION

### 2.5.1 Art Work

Camera-Ready Art will be produced by the vendor, but will require approval by the Commission.

### 2.5.2 Base Ink

Base ink is PMS 2757, Blue front and back. All artwork and color must have Commission approval and must match the sample provided, with exception to any changes requested prior to printing.

### 2.5.3 Packaging

Utah Certificates of Title are to be packed 2,500 forms per box. The label of each box must show the sequence of numbered documents contained therein, the box number in sequential order and contents identified only as "TC – 127 MVA". Each carton is to be securely sealed to protect against damage in transit.

### 2.5.4 Estimated Quantity and Production Schedule

The Commission currently uses an estimated 1,800,000 Utah Certificates of Title annually. The first order to be placed under any contract subsequently awarded as a result of this procurement process (Bid Number NO2094) is anticipated to be in 2003. The contractor will be given a minimum twelve (12) week period from date of order to receipt in the Commission warehouse.

### 2.5.5 Quality Control

Throughout the term of the contract, to the satisfaction of the Commission, the offeror must demonstrate that quality control procedures are in place to prevent and/or detect production errors.

## CHAPTER 3.0 PROPOSAL REQUIREMENTS

### 3.1 OVERVIEW

The technical and price components of the offeror's proposal shall comply with the content requirements outlined in this chapter. As stated in Subsection 1.3.6, technical and price proposals shall be separately packaged and labeled for submission. The technical proposal package shall also include the offeror's transmittal letter. Requirements for each of these items are presented in Subsections 3.2 and 3.3.

### 3.2. TRANSMITTAL LETTER

The transmittal letter shall be submitted on the offeror's official business letterhead. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively as a response to this RFP. The transmittal letter must be signed by an individual authorized to commit the company to the scope of work proposed. In addition, the transmittal letter must include:

Identification of the offeror's corporation or other legal entity and all subcontractors, including the percentage of work (as measured by percentage of total price) to be performed by the prime contractor;

A reference to all RFP amendments received by the offeror to ensure that the offeror is aware of all such amendments; if no amendments have been received, a statement to that effect should be included;

If any subcontractors are used, a statement of responsibility for performance of the tasks assigned to a subcontractor, an outline of those tasks, and a statement of agreement to the requirements of this RFP;

A statement acknowledging and agreeing to all of the rights of the Commission and the State of Utah contained in the provisions of this RFP, including procurement rules, terms and conditions, and all other rights and terms specified in this RFP;

Certification that the Contractor's offer will be firm and binding without any reference to the price submitted for six months from the due date for receipt of proposals, as referenced in Chapter 1, Subsection 1.3.8;

Clarification that no contingent fees have been paid for purposes of securing this contract, as referenced in Chapter 1, Subsection 1.4.3;

Clarification of independent price determination as referenced in Chapter 1, Subsection 1.4.6 of this RFP;

A statement that no cost or pricing information has been included in the technical proposal;

Certification that the offeror can meet the twelve-week turnaround time as stated in Section 2.5.4 of this RFP;

All proposals submitted by corporations must contain a certification by the secretary or other appropriate official, other than the signer of the proposal, that the official signing the proposal has the authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal.

### 3.3 PROPOSAL BOND

A Proposal Bond is not required. However, the Commission reserves the right to cancel any award and re-award the contract to the next most qualified offeror if the successful offeror:

    Fails to sign a contract by July 1, 2002, or such other later date set by the Commission;

    Is unable to obtain the performance bond required in Section 14 of Attachment B to this RFP.

### 3.4 TECHNICAL PROPOSAL REQUIREMENTS

The technical proposal submitted in response to this RFP shall include and be organized into the following sections:

    Executive Summary;

    Corporate Experience;

    Approach to Contract Performance;

    Understanding of Client Environment/Data Processing Considerations;

    Samples.

Items to be included under each of these headings are identified in the following paragraphs. Each section within the technical proposal should include all items listed below, since the evaluation of proposals may be done on a section-by-section basis.

#### 3.4.1 Executive Summary

The Executive Summary should contain a condensed review of the contents of each of the three major sections of the technical proposal to provide the members of the Evaluation Committee with a broad understanding of the entire proposal. The Executive Summary should present highlights from the offeror's Approach to Contract Performance, including operational responsibilities. A brief discussion of the offeror's overall approach to understanding the Commission environment should be presented. An overview of the offeror's organization and prior experience should conclude the Executive Summary.

#### 3.4.2 Corporate Experience

The Corporate Experience section of the technical proposal shall include specific previous experience and general corporate information. Financial statements are required to demonstrate fiscal solvency for the initial start-up requirements, if any, prior to start of contractor reimbursement. Minimum information required under each of these major headings is described in the following paragraphs.

##### Previous Experience

A history of the offeror's previous experience with the printing of Certificates of Title or any other mass-produced documents requiring similar security features of any other governmental agency and any additional experience in the printing of similar documents. Indicate all previous experience with motor vehicle agencies, programs, or systems. In each case, list the client's name, type of program, type of contract (including types of services provided), and inclusive dates of the contract. In addition, for projects within the last five years, provide the name, address, and current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the offeror's performance and who may be contacted by the Commission during the evaluation process.

### Project Descriptions

A project description of each of the references listed above shall be included. It shall include the scope of work on the project, indicating personnel requirements and the deliverables, where applicable. The project descriptions shall provide a detailed description of the work performed, the time period of the project, and contract costs

### Corporate Information

Corporate information must include:

Date established;

Ownership (public company, subsidiary, partnership, etc.);

Number of employees;

Computer resources and printing resources and extent that they are dedicated to other contracts.

### Financial Statements

Financial statements for the most recent two years must include:

Balance sheets;

Statements of income/revenues;

Statements of changes in financial position;

Auditors' reports;

Annual reports if the organization issues them (last two issued).

### 3.4.3 Approach to Contract Performance

This section of the technical proposal shall describe the offeror's approach to contractor responsibilities found in the Statement of Work. The approach to contract performance shall also include a discussion of how the offeror will comply with the responsibilities contained in Chapter 2. Examples of similar documents submitted on previous contracts shall be provided in this section or in an appendix to the Technical Proposal.

The offeror's proposed approach to contract management during all the phases of the project should also be provided. This discussion should include references for past performance.

Physical locations for all major contract functions should be identified in this section. Specific required items within these three areas are listed in the following paragraphs.

### General Performance Requirements

This subsection of the Approach to Contract Performance section shall describe the offeror's

approach to the general production standards identified in Chapter 2.

#### Contractor Responsibilities

The material submitted in this subsection shall address:

The offeror's approach to contract start-up tasks;

The offeror's schedules and time frames;

The offeror's approach to completing the printing and mailing responsibilities described in Chapter 2 of this RFP;

#### Approach to Contract Management

Internal quality control procedures for deliverables and development support.

References, including their current telephone numbers, for past performance of similar responsibilities, should be provided within this section of the proposal.

#### 3.4.4 Understanding of Client Environment/ Data Processing Consideration

This section of the technical proposal shall address those areas within the scope of work of this RFP which will require unique adaptation to the Commission environment. Many of the issues are related to security and fraud/replication considerations. Specific items to be discussed under this topic are:

Paper;

Printing Process;

Security features.

Other major topics to be covered in this section include understanding of the Utah motor vehicle environment, current Commission Certificate of Title processing, and existing systems and manual functions.

#### 3.4.5 Samples

Offerors are required to submit, attached to their proposal, one hundred sample Certificates of Title (or equivalent documents), printed with the minimum security features described in Section 2.4.1 for the purposes of testing the security of the offeror's proposed product.

#### 3.5 PRICE PROPOSAL REQUIREMENTS

The price proposal shall consist of one overall pricing schedule representing the total fixed price bid for the entire three-year contract period as well as a detailed pricing schedule for the costs associated with the security paper. The total price will incorporate all charges for performance as specified in Chapter 2.

Pricing schedules that shall be required from all offerors are presented in Attachment C to this RFP. Only these pricing schedules shall be acceptable. Where a signature line or block is indicated, pricing schedules must be signed and dated by an appropriate corporate official.

By submitting an offer under this RFP, each offeror warrants their agreement to these pricing schedules.



Any qualifications, counter offers, deviations, or challenges related to this will render the proposal nonresponsive.

In addition, the COMMISSION may require the offeror to submit, on separate schedules furnished by the offeror, detailed cost data that will be used for potential amendments, additional deliverables, reports, and documentation.

3.5.1 Price Proposal Format

The Price Proposal shall contain the following pricing schedules:

Pricing Schedule A - Total Price Bid;

Pricing Schedule B – Security Paper Costs

The Total Price Bid, Pricing Schedule A, shall present a summary of all amounts bid for performance of all activities included in the scope of work contained in this RFP.

3.5.2 Contractor Reimbursement

All contractor reimbursement paid under this contract shall be on the basis of the acceptability/quality and timeliness of the printed Utah Certificates of Title.

Adjustments may be made to the contractor reimbursement should modifications to the Utah Certificates of Title increase the scope of work, costs, or performance requirements. Additionally, adjustments may be made pursuant to the provisions in Section 5 of Attachment B to this RFP.

The Commission reserves the right to request offeror's submitting responses to this RFP provide detailed breakdowns of costs associated with the proposed contract price, including personnel hourly rates, travel expenses, etc.

## CHAPTER 4.0 PROPOSAL EVALUATION

### 4.1 OVERVIEW

The Commission will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort.

The evaluation will be conducted in four phases:

- Phase I - Evaluation of Mandatory Technical Requirements;
- Phase II - Evaluation of Technical Proposals;
- Phase III- Evaluation of Price Proposals;
- Phase IV - Ranking and Selection.

These phases are described in the sections following the discussion of the proposed evaluation organization.

### 4.2 EVALUATION ORGANIZATION

An Evaluation Committee will be established to assist the Commission in the selection of the contractor.

The Evaluation Committee will be comprised of Commission staff. The Evaluation Committee will be responsible for reviewing and scoring the proposals received in response to this RFP.

Commission and State officials who are not members of the committee may observe the evaluation and selection process. The Commission reserves the right to alter the composition of the committee and their responsibilities.

### 4.3 PHASE I - EVALUATION OF MANDATORY TECHNICAL REQUIREMENTS

The purpose of this phase is to determine if each technical proposal is sufficiently responsive to the RFP to permit a complete evaluation of it.

Proposals will be evaluated to determine if they comply with the instructions to offerors listed in Chapters 1 and 3 of this RFP. Failure to comply with the instructions will deem a proposal nonresponsive, except that the Commission reserves the right to waive minor irregularities and request compliance from the offeror. Any technical proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Commission. The Commission reserves the right to reject any and all proposals.

#### 4.4 PHASE II - EVALUATION OF TECHNICAL PROPOSALS

Only those proposals passing the mandatory technical requirements will be considered in Phase II.

##### 4.4.1 Technical Proposal Categories and Points

The evaluation of technical proposals will involve point scoring of each proposal in each of four areas according to pre-established criteria. A maximum of one hundred fifty points will be available for each technical proposal. The areas and their maximum points available are as follows:

Corporate Experience/Reference Checks	50
Quality of Samples/ Controlled Sample Testing	50
Approach to Contract Performance	35
Understanding of Client Environment	15

Pass/Fail questions related to the Executive Summary may also be used for evaluation purposes.

Detailed evaluation criteria have been developed to cover each of these areas. Offerors should note that the entire evaluation will place considerable emphasis on a controlled test of offeror-submitted samples, demonstrated experience, and past performance.

The Commission may choose to use minimum threshold levels to establish which proposals are technically responsive. If thresholds are used, they will be a two stage process, and each threshold must be achieved to proceed with the price proposal evaluation. The thresholds would be:

Minimum of seventy-five percent for each of the four areas which are point-scored;

Minimum of one hundred total points scored.

The following paragraphs describe in general terms the factors covered by the detailed criteria.

##### Corporate Experience/Reference Checks

The evaluation of the corporate experience will focus on the combinations of corporate qualifications and the quality of past experience. The detailed evaluation criteria will cover the following:

Corporate resources of the organization, including personnel, methodologies, and financial stability;

Relevance and quality of experience in areas such as:

Printing;

Security Paper and security printing;

Governmental experience.

The Commission will conduct reference checks to verify the accuracy of submitted materials and to ascertain the quality of the experience. The Commission reserves the right to pursue any or all references; either submitted or Commission-researched, to assist in completing this component of the evaluation.

#### Quality of Samples /Controlled Sample Testing

Offerors are required to submit one hundred sample Certificates of Title or equivalent documents printed with security features that meet or exceeds the requirements stated in this RFP. Additionally the offeror-printed documents will be processed under a controlled environment on the equipment that will be used to process the Utah Certificates of Title. A maximum of a one percent error rate will be tolerated. Any offeror whose samples surpass the maximum tolerance may be rejected without further consideration.

The quality of the offeror-submitted samples will be evaluated on areas such as printing quality, printing requirements contained in this RFP, paper quality, etc.

#### Approach to Contract Performance

The evaluation of the proposal requirements and performance standards will focus on the adequacy of the offeror's proposed approach to all the responsibilities identified in this RFP. It will also assess the extent of planning for successful completion of production, printing, and mailing tasks.

The proposed approach for meeting performance requirements will be considered in terms of testing results, completeness, acceptability, and compliance with RFP standards. The adequacy of the proposed approach to contract management will be assessed as well as the offerors previous performance on other similar projects.

#### Understanding of Client Environment

This area of the evaluation will examine the offerors comprehension of the environment of the Commission and will include criteria covering paper, printing processes, testing, and existing Certificate of Title processing systems.

#### 4.4.2 Assigning Point Values to Technical Proposals

Scoring of the four major areas in each technical proposal shall be done using pre-established criteria and predefined scoring values. Each criterion within an area will be independently scored by evaluators. After scoring all criteria in each proposal and all proposals, weighted point values will be assessed.

Scoring weights will not be available to the Technical Proposal Evaluation Committee but will be applied to raw scores by the designated Commission staff. Weighted point values for all criteria in an offeror's proposal will then be tallied. These tallied scores will then be compared to threshold minimums if thresholds are used.

The final technical score for each proposal is then calculated using the following methodology:

One hundred fifty weighted points will be assigned to the highest passing technical proposal.

Points for other proposals will be assigned using the formula:

$$\frac{n}{X} \times 150 = Z, \text{ where}$$

X = The highest number of weighted points awarded to a passing technical proposal  
n = Number of weighted points awarded to offeror n  
Z = Final technical score for offeror n

#### 4.5 PHASE III - EVALUATION OF PRICE PROPOSALS

If thresholds are used by the Commission, only those technical proposals passing both criteria will be considered for Phase III evaluation. For each technical proposal considered in Phase III, the corresponding price proposal will be evaluated to determine its compliance with the instructions to offerors listed in this RFP.

Any price proposal that is incomplete or in which there are significant inconsistencies, unreasonable variances among the detailed schedules, or inaccuracies may be rejected by the Commission. No deviations, qualifications, or counter offers will be accepted. The Commission reserves the right to reject all proposals.

The Total Fixed Price on Pricing Schedule A will be used for purposes of evaluation and point award. One hundred fifty points will be awarded to the lowest acceptable price presented in the price proposal.

#### 4.6 PHASE IV - RANKING AND SELECTION OF PROPOSALS

After the price proposals have been scored, the points awarded to the price proposals will be added to the points awarded to the respective technical proposals to determine the final ranking. The highest possible score is three hundred points.

Contract award is contingent upon Department of Administration, Division of Purchasing approval. Every effort will be made by the Commission, both before and after selection, to facilitate rapid approval and contract start.

## ATTACHMENT B

### UTAH STATE TAX COMMISSION CONTRACT STANDARD TERMS AND CONDITIONS

In addition to the State of Utah “Standard Terms and Conditions” (Attachment A) offerors must, by submission of a proposal, agree to the specific terms and conditions of the Utah State Tax Commission to be considered for any contract award. The terms and conditions contained herein shall be made apart thereof any contract awarded on behalf of the Utah State Tax Commission.

1. **Contract Composition.** The composition of the contract resultant from any competitive procurement process, and others as may be determined, shall include: a) the contract and any amendments to the contract; b) the Request for Proposals (RFP), inclusive of all addenda, attachments, and exhibits, or other applicable procurement documents; c) the awarded contractor’s proposal or bid; d) all requirements of Utah Code Annotated, the Utah procurement Rules, and the State Purchasing Policies and Procedure guidelines.
2. **Contract Interpretation.** Notwithstanding the provisions of section 18 of these terms and conditions, the order presented in section 1 above shall govern in cases of dispute. In the event of any conflict in the language among any components of the contract, the RFP shall govern. The Utah State Tax Commission reserves the right to clarify any contractual relationship in writing and such clarifications will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of the Utah State Tax Commission.
3. **Entire Agreement.** The contract in the incorporated composite form represents the entire agreement between the contractor and the Utah State Tax Commission, and it supercedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof.
4. **Contract Term.** The contract shall begin on the date it is signed by the duly authorized representative of the Utah State Tax Commission and approved by the State of Utah, Department of Administrative Services, Division of Purchasing. The base contract shall be for a period of no more than three years with two one-year renewal options as may be exercised at the discretion of the Utah State Tax Commission.
5. **Change Orders and Modifications.** The Utah State Tax Commission Contract Officer may, at any time, by written order delivered to the contractor at least fifteen days prior to the commencement date of such change and without notice to the sureties, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the work under the contract whether changed or not by any such order, an equitable adjustment as mutually determined by the Utah State Tax Commission and the contractor shall be made in the contract price or delivery schedule or both. Any claim by the contractor for equitable adjustment under this provision must be asserted in writing to the Utah State Tax Commission within fifteen calendar days from the date of receipt by the contractor of the notification. Failure to agree to any adjustment shall be considered a dispute within the meaning of the disputes provision of the contract. Nothing contained herein this clause shall in any manner excuse the contractor from proceeding diligently with the contract as changed or modified.
6. **Notice of Change.** In the event, at any time during the course of this contract, the Contractor recognizes the need or becomes aware of the need to modify the conditions of this contract, either in scope or cost, the Contractor shall immediately notify the Contract Officer of such need and provide written documentation supporting the need and such documentation shall be in sufficient detail for the Contractor Officer to determine the validity and merit of a change to the contract.
7. **Contract Administration.** The Contractor recognizes that the only individual(s) authorized to bind the Utah State Tax Commission to any modification in the scope of work, schedules, increased costs, or other modifications to the contract are the Executive Director, the Contract Officer, and the Purchasing Agents. The Utah State Tax Commission shall not be obligated to the Contractor for any costs incurred by the Contractor for modifications to the contract without the prior written approval of the authorized Utah State Tax Commission staff.
8. **Right to Suspend.** If at any time during the contract, the Contract Officer of the Utah State Tax Commission determines that the best interest of the State would be served by temporarily suspending the contract or any part thereof, he shall do so by providing the contractor with a written notice to that effect. The contract, shall immediately upon receipt of such notice, cease all work covered under the contract as directed in the notice for the period of time specified in the notice.
9. **Ownership of Information.** The Utah State Tax Commission shall own and retain unlimited rights to use, disclose, or duplicate all information and data, copyrighted or otherwise, developed, derived, documented, stored, or furnished by the contractor under the contract at no cost to the State. The contractor expressly agrees not to use data furnished by the Utah State Tax Commission for independent projects without the prior written permission from the State. In all cases, the provision of Section 36 of these Terms and Conditions shall apply.
10. **Inspection Prior to and During Production/Performance.** The State of Utah, Utah State Tax Commission, Department of Administrative Services, Division of Purchasing, or their authorized representatives shall, at all reasonable times, have the right to enter the contractor’s premises or such other places where responsibilities under the contract are being performed to inspect, monitor, or otherwise evaluate the work being performed. The contractor and all subcontractors must provide reasonable access to all facilities, all records relating to the contract, and assistance to the State representatives.
11. **Warranty of Products/Services.** Notwithstanding prior acceptance by the Utah State Tax Commission of a contractor deliverable, the contractor shall expressly warrant that all delivered products, documentation, and services are compliant with the terms of this agreement. The contractor must correct all errors and design deficiencies and replace incorrect or defective documentation. Such corrections and/or replacements must occur within the time frame specified in the notice from the Utah State Tax Commission to the contractor of such deficiencies or within such period as may be necessary to make corrections using all due diligence and dispatch as agreed upon between the Utah State Tax Commission and the contractor. If the contractor fails to repair an identified error, deficiency, or defect within such period,

- the Utah State Tax Commission may, at its sole discretion, act to repair, and the contractor expressly agrees to reimburse the Utah State Tax Commission for all costs incurred thereby. Nothing in this provision implies any relief from the imposition of damages for associated deficiencies by the Utah State Tax Commission on the contractor during the life of the contract and for any warranty period.
12. **Subcontracts.** Suppliers of equipment and routine purchase orders necessary for the performance of contract obligations shall not be considered subcontractors. Any purchase of services by the contractor wherein the contractor does not exercise full, complete, and direct control over the performance of the purchased services shall be considered a subcontract. All subcontractors shall require the prior written approval of the Utah State Tax Commission.
  13. **Assignment.** The contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or any right, title, interest therein without prior written consent of the Utah State Tax Commission. The provision includes reassignment of the contract to change in ownership.
  14. **Performance Bond.** A performance bond issued by a reputable surety company authorized to do so and doing business in the State of Utah, in the amount of \$100,000.00 conditioned upon the prompt, proper, and efficient performance of the contract may be required at the time of contract execution.
  15. **Financial Accounting.** The contractor shall be charged with presumptive knowledge of the policies and requirements set forth in State of Utah Administrative Rule §R33-3-8 concerning cost or pricing data and analysis including and specifically §R33-3-808.
  16. **Conformance with State Regulations.** The contractor shall be required to conform to all State laws, rules, and policies as they exist or as may be amended from time to time. In the event that the contractor may request the Utah State Tax Commission to issue policy determinations or operating guidelines required for proper performance of the contract, the Utah State Tax Commission shall do so in a timely manner, and the contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines, and shall incur no liability in doing so unless the contractor acts negligently, maliciously, fraudulently, or in bad faith.
  17. **Waiver.** No covenant, condition, duty, obligation, or undertaking contained in or made a part of this contract will be waived except by written agreement of the parties, and forbearance of indulgence in any of the form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or the undertaking to be kept, performed, or discharged by the party to which the same may apply, and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any forbearance or indulgence.
  18. **Disputes.** Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Utah State Tax Commission Contract Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Contract Officer shall be final and conclusive unless within five working days from the date of receipt of such copy the contractor mails or otherwise furnishes to the State of Utah, Chief Procurement Officer, a written appeal addressed to the Office of the Chief Procurement Officer, Division of Purchasing, Department of Administrative Services, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114. The appeals process and remedies shall be governed in accordance with Utah Code Annotated §63-56-46 - 63-56-64. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the decision.
  19. **Jurisdiction.** The laws of the State of Utah shall govern all aspects of the contract. Any lawsuit or legal action in which the Utah State Tax Commission is a party, arising out of or on account of the contract or the relationship of the parties must be brought in the courts of the State of Utah, and venue shall be in Salt Lake County, Utah. Any subcontracts of the contractor relating to the work performed under this contract must contain this or a similar provision.
  20. **Contract Administration.** The contract shall be administered for the State by the Utah State Tax Commission. The Executive Director or his designee shall be the final authority to act for the Utah State Tax Commission under the contract, including resolution of contractual matters. Any direction by the Executive Director or designee shall be binding on the contractor. Whenever the Utah State Tax Commission is required by the terms of the contract to provide written notice to the contractor, such notice shall be signed by the Executive Director or designee. The Executive Director or designee shall approve all amendments and changes and all invoices for payment to the contractor, sign all notices regarding performance and potential damages issued throughout the life of the contract, and sign all other documents requiring formal approval by the Utah State Tax Commission. For purposes of this contract, the Contract Officer shall act as the designee.
  21. **Notices.** Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery if delivered by hand or three days after posting if sent by registered or certified-mail, return receipt requested. Notices to the Utah State Tax Commission shall be addressed as follows: Mr. Paul F. Mash, Contract Officer, Utah State Tax Commission, 210 North 1950 West, Salt Lake City, Utah 84134. Said notices shall become effective on the date of receipt or the date specified within the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.
  22. **Award of Related Contracts.** The Utah State Tax Commission may undertake or award supplemental or successor contracts for work related to this contract or any portion thereof. The contractor shall be bound and obligated to cooperate fully with such other contractors and the Utah State Tax Commission in all cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.
  23. **Patent or Copyright Infringement.** The contractor, at its expense, will defend any claim or suit which may be brought against the State of Utah or the Utah State Tax Commission for the infringement of United States patents or copyrights arising from the contractor's use of the Utah State Tax Commission's use of any equipment, materials, software, products, or information prepared or developed in connection with the performance of the contract in any suit, will satisfy any final judgment for such infringement whether it is resolved by settlement or judgment. If principles of governmental or public law are involved, the State of Utah and/or the Utah State Tax Commission may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractors with the contractor's written consent. If, in the contractor's opinion, the equipment, materials, or information mentioned in the preceding paragraphs are likely to or

become the subject of a claim of infringement, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Utah State Tax Commission's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the Utah State Tax Commission to continue the use of such equipment, materials, and information. In the event of equipment and/or software substitution, the Utah State Tax Commission must protect its interests in data used by such equipment or software through recovery or conversion of such data to other approved equipment or software. The contractor shall, in any such suit, satisfy any damages for infringement assessed against the State of Utah, the Utah State Tax Commission, its divisions, officers, employees, or agents resulting from said lawsuit, whether it is resolved by settlement or judgment.

24. **Federal, State, and Local Taxes.** In addition to the provision of section 13 of the State of Utah Standard Terms and Conditions the contractor shall be responsible to pay all taxes lawfully imposed upon it with respect to this contract or any product delivered or developed in accordance herewith. The Utah State Tax Commission makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the contractor.
25. **Publicity.** Any publicity given to the Utah State Tax Commission and/or the State of Utah for products or services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signage, and similar public notices prepared by or on behalf of the contractor shall identify the Utah State Tax Commission as sponsoring agency and shall not be released prior to written approval from the Utah State Tax Commission.
26. **Termination of the Contract for Default.** The contract may be terminated by the Utah State Tax Commission subject to the provisions of the contract for contractor default, convenience of the State of Utah, unavailability of funds, and contractor financial instability. A. Termination for Default - The State may terminate this contract in whole, or in part, whenever the Utah State Tax Commission determines that the contractor or subcontractor has failed to satisfactorily perform its contract duties and responsibilities and is unable to cure such failure within a reasonable period of time, as specified in writing by the Contract Officer, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as A Termination for Default. Upon determination by the Utah State Tax Commission that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the Contract Officer shall notify the contractor of the failure and establish a reasonable time period in which to cure such failure. If the contractor is unable to cure the failure within the specified time period, the Contract Officer will notify the contractor that the contract in full or in part has been terminated for default. If, after notice of termination for default, it is determined by the State or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties shall be governed accordingly. In the event of termination for default, in full or in part as provided by this clause, the Utah State Tax Commission may procure, upon such terms and in such manner as the State may deem appropriate, services similar to those terminated, and the contractor shall be liable to the State of Utah for any excess costs for such similar service and all other damages allowed by law. In addition, the contractor shall be liable to the State for administrative costs incurred by the Utah State Tax Commission in procuring such similar services. Payment for such costs may be assessed against the contractor's performance bond. In the event of termination for default, the contractor shall be paid for those deliverables, which the contractor has delivered to the State. Payments for completed deliverables, delivered to and approved by the Utah State Tax Commission shall be at the contract price less any amounts for assessed damages. Payment for partially completed deliverables, delivered to and not yet approved by the Utah State Tax Commission shall be an amount determined by the State, taking into consideration any assessed damages, not to exceed the cost of that deliverable. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
27. **Termination of the Contract for Convenience.** The State may terminate performance of work under the contract in whole or in part whenever for any reason the Utah State Tax Commission shall determine that such termination is in the best interest of the State of Utah. In the event that the Utah State Tax Commission elects to terminate the contract pursuant to this provision, the Contract Officer shall notify the contractor of the basis and extent of termination. Termination shall be effective on the date specified in the notice, and the contractor shall comply with all specified provisions of the termination notice. Upon receipt of notice of termination for convenience, the contractor shall be paid the following: a) at the contract price(s) for completed deliverables delivered to and accepted by the Utah State Tax Commission for which they have not previously been paid, taking into consideration any assessed damages; b) at a reasonable price negotiated between the contractor and the Utah State Tax Commission for partially completed deliverables less any amounts for assessed damages, with the amount for each deliverable not to exceed the cost of that deliverable specified in the contract. In the event of a failure to agree upon a reasonable price, the matter shall be resolved in accordance with the Disputes provisions of the contract.
28. **Termination of the Contract for Unavailability of Funds.** It is understood and agreed by the parties hereto that all obligations of the Utah State Tax Commission, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State funds, and in no event shall the Utah State Tax Commission be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified services to be performed hereunder for any reason whatsoever, the Contract Officer shall notify the contractor of such reduction of funds available and the Utah State Tax Commission shall be entitled to reduce the Utah State Tax Commission's commitment hereunder or to terminate the contract as it deems necessary.
29. **Termination of the Contract for Financial Instability.** In the event that the contractor becomes financially unstable to the point of threatening the ability of the Utah State Tax Commission to obtain the services provided for under the contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the State may, at its option, immediately terminate this contract. In the event the Utah State Tax Commission elects to terminate the contract under this provision, it shall do so by the Contract Officer sending notice of termination to the contractor specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the contractor shall



immediately so advise the Utah State Tax Commission. The contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

30. **Procedure on Termination.** Upon delivery by certified mail to the contractor of a Notice of Termination, specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall: a) stop work under the contract on the date specified and to the extent specified in the Notice of Termination; b) place no further orders or subcontracts for materials, paper, services, or facilities; c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; d) assign to the State in the manner and to the extent directed by the Contract Officer all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the State shall have the right. In its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; e) complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; f) take such action as may be necessary, or as the Contract Officer may direct, for the protection and preservation of the property related to the contract which is in the possession of the contractor, and in which the Utah State Tax Commission has or may acquire an interest. The contractor shall proceed immediately with the performance of the above obligations, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.
31. **Termination Claims.** After receipt of a Notice of Termination, the contractor shall submit to the Contract Officer any termination claim in the form and with the certification prescribed by the Contract Officer. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Contract Officer within such six month period or authorized extension thereof. However, if the Contract Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such six month period or any extension thereof. Upon failure of the contractor to submit its termination claim within the time allowed, the Contract Officer may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall thereupon cause to be paid to the contractor the amount so determined. In no case shall the contractor's termination claims include any claim for unrealized anticipatory profits. Subject to the provisions of the previous paragraph and subject to any review required by the State procedures in effect as of the date of the execution of the contract, the contractor and the Utah State Tax Commission may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly. In the event of the failure of the contractor and the Utah State Tax Commission to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the Contract Officer shall determine on the basis of information available the amount, if any, due to the contractor by reason of termination and shall cause to be paid to the contractor the amount so determined. The contractor shall have the right of appeal, as stated under the Disputes provisions, from any such determination made by the Utah State Tax Commission.
32. **Warranty Against Brokers' Fees.** The contractor shall warrant that it has not employed any company or person other than a bona fide employee working solely for the contractor or a company regularly employed as its marketing agent to solicit or secure this contract. The contractor shall further warrant that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent any fee, commission, percentage, brokerage fee, emolument, gifts, or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of the warranty, the Utah State Tax Commission shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise received the full amount of such fee, commission, percentage, brokerage fee, emolument, gifts, or contingent fees.
33. **Damages.** Liquidated Damages – The purpose of liquidated damages is to ensure adherence to the performance requirements contained in the RFP and the contract. No punitive intent is inherent. It is agreed by the Contractor that, in the event of a failure to meet the performance requirements contained in the contract documents, damage shall be sustained by the State and that it will be impractical and extremely difficult to ascertain and determine actual damages which the State will sustain in the event of and by reason of such failure; and it is therefore agreed that the Contractor will pay the State for such failures at the sole discretion of the State according to the conditions set forth in the Notice (ref. §20 & 21). Consequential Damages - It is agreed by the Contractor that, in the event of a failure to meet certain performance requirements contained in the contract documents, damage or loss shall be sustained by the State and the Contractor agrees to pay the State its actual damages or losses.
34. **Gratuities.** The contractor shall not at any time during the period of this contract permit any individual employed by the State of Utah, or appointed or elected officials of the State of Utah to gain a share of the contract or to benefit therefrom directly or indirectly because of a financial interest in the contract, or any subcontractor, or any affiliate of any subcontractor. A violation of this provision shall constitute additional grounds for immediate termination of the contract. Furthermore, such violation shall be submitted to the Utah State Attorney General for whatever further action may deemed feasible and/or appropriate.
35. **Felony to Offer Emolument.** A person who is interested in any way in the performance of the contract is guilty of a felony if the person gives or offers to give any emolument, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer, or who in any official capacity participates in or is in a position to influence the procurement process, whether it is given for his own use or the use or benefit of any other person or organization.
36. **Confidentiality of Taxpayer Information.** In performance of this Contract, the contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements: a) all work shall be performed under the supervision of the Contractor or the Contractor's employees; b) any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor shall be prohibited; c) all returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material; d) The Contractor certifies that the data processed during the performance of this Contract shall be completely purged

from all data storage components of its computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures; e) Any intermediate hard copy printout which may result during the processing of IRS data shall be given to the Commission or its designee. When this is not possible, the Contractor will be responsible for the destruction of any intermediate hard copy printouts, and shall provide the Commission or its designee with a statement containing the date of destruction, description of material destroyed, and the method used; f) no work involving information furnished under this Contract will be subcontracted without specific approval of the Commission; g) the Contractor will maintain a list of employees authorized access. Such list will be provided to the Commission and, upon request, the IRS reviewing office; h) the Commission will have the right to void the Contract if the Contractor fails to provide the safeguards described above. Criminal/Civil Sanctions: a) each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such office and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n); b) additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. Additionally, in performance of this Contract, the contractor agrees to comply with IRC 6103, IRC 7213 and IRC 7431.

## ATTACHMENT C

### PRICING SCHEDULE A

#### TOTAL PRICE BID<sup>1</sup>

#### Total<sup>2</sup> Evaluated Price Bid

Price Bid for Year One \$ \_\_\_\_\_ @ \_\_\_\_\_ /M

Price Bid for Year Two \$ \_\_\_\_\_ @ \_\_\_\_\_ /M

Price Bid for Year Three \$ \_\_\_\_\_ @ \_\_\_\_\_ /M

**TOTAL EVALUATED PRICE BID** \$ \_\_\_\_\_

Price Bid for Option Year One \$ \_\_\_\_\_ @ \_\_\_\_\_ /M

Price Bid for Option Year Two \$ \_\_\_\_\_ @ \_\_\_\_\_ /M

### PRICING SCHEDULE B

#### SECURITY PAPER COSTS

Year One Security Paper Costs \$ \_\_\_\_\_ @ \_\_\_\_\_ /M

Year Two Security Paper Costs \$ \_\_\_\_\_ @ \_\_\_\_\_ /M

Year Three Security Paper Costs \$ \_\_\_\_\_ @ \_\_\_\_\_ /M

Signature of Authorized Corporate Official: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

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<sup>1</sup> Pricing must be based upon the estimated quantity of 1, 800,000 (ref. §2.5.4 of the RFP)

<sup>2</sup> "Total Price Bid" must include all costs including packaging and shipping.

ATTACHMENT C

PRICING SCHEDULE A

TOTAL PRICE BID<sup>1</sup>

Total<sup>2</sup> Evaluated Price Bid

Price Bid for Year One	\$ <u>97740.00</u>	@ <u>54<sup>30</sup></u> /M
Price Bid for Year Two	\$ <u>97740.00</u>	@ <u>54<sup>30</sup></u> /M
Price Bid for Year Three	\$ <u>97740.00</u>	@ <u>54<sup>30</sup></u> /M
<b>TOTAL EVALUATED PRICE BID</b>	\$ <u>293220</u>	
Price Bid for Option Year One	\$ <u>97740.00</u>	@ <u>54<sup>30</sup></u> /M
Price Bid for Option Year Two	\$ <u>97740.00</u>	@ <u>54<sup>30</sup></u> /M

PRICING SCHEDULE B

SECURITY PAPER COSTS

Year One Security Paper Costs	\$ <u>68454</u>	@ <u>38<sup>03</sup></u> /M
Year Two Security Paper Costs	\$ <u>68454</u>	@ <u>38<sup>03</sup></u> /M
Year Three Security Paper Costs	\$ <u>68454</u>	@ <u>38<sup>03</sup></u> /M

\* Prices above subject to Price escalation due to  
Increases in paper cost from mill per chapter 1.1.4  
Freight is 19800# Quakertown, PA - included in Price (\$2808.00)

Signature of Authorized Corporate Official: Jeffrey W. Allen

Title: Account Executive Date Signed: 5-20-02

MOORE NORTH AMERICA INC.

<sup>1</sup> Pricing must be based upon the estimated quantity of 1,800,000 (ref. §2.5.4 of the RFP)

<sup>2</sup> "Total Price Bid" must include all costs including packaging and shipping